

EEON Foundation
c/o Brett Jones
304 S Jones Blvd., Ste 1967
Las Vegas, NV 89107

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

FILED
MAR 18 2020
SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTH DISTRICT OF CALIFORNIA

EEON FOUNDATION,

Petitioner(s),

v.

GOOGLE INC., ET AL.,

Respondent (s)

Case No.: 20-cv-01317-LB

**AFFIDAVIT & RESPONSE TO ORDER
REGARDING FILING FEE**

COMES NOW, Brett Jones (Hereinafter "Affiant") on behalf of the EEON Foundation, through this Affidavit and Response to Order Regarding Filing Fee; who is over the age of 18 years, of the age of the majority, a citizen of the United States of America and states as follows:

1. Affiant filed the following documents:
 - a. Motion to Confirm Arbitration Award;
 - b. Memorandum of Law;
 - c. Civil Cover Sheet;
 - d. Contracts; and
 - e. Arbitration Award.

In this Court as an attempt to confirm an arbitration award that was received on behalf of Petitioner.

2. Affiant is in receipt of the Court Order regarding a filing fee in the above referenced matter and Affiant has included the \$ 400.00 fee with this Affidavit, as requested by this Court.

This Court cited 28 U.S.C. § 1914(a) in the Order which reads in part, “The clerk of each district court shall require the parties instituting any civil action, suit or proceeding in such court ... to pay a filing fee.”

3. However, this Court should note that Affiant is not instituting a civil action in accordance with 28 U.S.C. § 1914(a). Affiant merely filed for confirmation in accordance with 9 U.S.C. § 13¹ which is not a civil litigation matter. Hence, the reason why Affiant paid, to this Court; the \$ 47.00 filing fee as per the fees of this Court and in accordance with a miscellaneous filing. Also, Affiant initiated this action with a “Motion” as sited by this Court (ECF No. 2) and not with a “Complaint” to initiate civil litigation.

4. Judge Spero ordered this case to be reclassified as a civil case (Order –ECF No. 1) and on February 21, 2020 the Clerk of the Court filed as such. However, Judge Spero did not possess the authority to “reclassify” this matter as this does not fall within the jurisdiction of the Federal Arbitration Act (Hereinafter “Act”).

5. According to the terms and conditions of the contractual agreement between the parties and in accordance with the Act; Affiant is seeking confirmation of the arbitration award in this United States District Court and Affiant is not initiating a civil litigation as the disputes between the parties have already been decided by the Arbitrator. It appears that this Court is attempting to re-arbitrate a matter which has already been determined in a “final and binding” award and the attempts of this Court fall far outside the scope of the Act.

¹ 9 U.S.C. § 13. “The party moving for an order confirming, modifying, or correcting an award shall, at the time such order is filed with the clerk for the entry of judgment thereon, also file the following papers with the clerk: (a) The agreement; the selection or appointment, if any, of an additional arbitrator or umpire; and each written extension of the time, if any, within which to make the award. (b) The award. (c) Each notice, affidavit, or other paper used upon an application to confirm, modify, or correct the award, and a copy of each order of the court upon such an application. The judgment shall be docketed as if it was rendered in an action. The judgment so entered shall have the same force and effect, in all respects, as, and be subject to all the provisions of law relating to, a judgment in an action; and it may be enforced as if it had been rendered in an action in the court in which it is entered.”

6. The Act (9 U.S.C. § 1-16; 201-216; and 301-316; sets out the legislative intent and framework for the enforcement of arbitration agreements and arbitration awards in the United States.² Furthermore, in 1925 the United States Congress passed the Act which was intended to ensure agreements to arbitrate that involved commercial activity as valid, irrevocable and enforceable; saved upon such grounds as exist at law or in equity for the revocation of contracts.³

7. In accordance with the ‘national policy favoring arbitration’⁴, the Act requires the courts to strictly enforce arbitration agreements between parties. Contrary to the Act and the law, this Court is attempting to force the parties to re-arbitrate or litigate this matter. This is not for this Court to decide.

8. The Order of this Court filed March 06, 2020 stated, “No summons has issued in the case. The defendants have not appeared in the case.” While this observation of this Court is true, it appears that this Court waited... and waited... for the “defendants” (originally listed by the Affiant as “Respondents” due to the fact that this is not a civil litigation matter) to respond and since the “defendants” have not responded, this Court is attempting to force this matter into civil litigation which is not the intent of the Affiant.

9. This Court then “Ordered” Affiant to comply with the Clerk’s Notice to pay the filing fee by March 19, 2020 which is included in this response. However, Affiant did not file this matter originally as a civil litigation and does not approve of the Court’s Order as this was not the intent of the Affiant.

² ‘The Arbitration Act creates a body of Federal Substantive Law... applicable to state and federal courts’ – *Southland Corp. v. Keating*, 465 US 1, 14 (1984). *See also: Southland*, 465 US at 10; *Prima Paint Corp. v. Food & Conklin Mfg. Co.*, 388 US 395 (1967).

³ *Ibid.*

⁴ Arbitration is an Alternative Dispute Resolution (ADR) process, governed by Administrative Law as prescribed & codified in the FAA, 9 U.S.C. § 1-16; 201-216; and 301-316. The courts are limited in their ability to interfere with the parties right to contract and to utilize an arbitrator rather than a court to resolve their disputes. *See Rent-A-Center, West*, 561 U.S. at 63, 68-70 and *First Options*, 514 U.S. at 938, 940-944.
AFFIDAVIT & RESPONSE TO ORDER REGARDING FILING FEE - 3

10. The EEON Foundation was originally named as the Petitioner in this matter and not as the "Plaintiff" as this Court has insinuated. Affiant is not attempting to represent the EEON Foundation as the EEON Foundation is not a corporation and more importantly, this is not a civil litigation matter.

CONCLUSION

This Court was asked to confirm an arbitration award, as decided by the Arbitrator; in accordance to the terms and conditions of the contract between the parties and in accordance with the Federal Arbitration Act. The original filing was never intended to become a civil litigation matter as the dispute has already been determined by the Arbitrator as "final and binding." Therefore, Affiant requests that this Court enter such judgment in this matter in accordance with the law and the Act, without delay and discontinue the attempts to force this Affiant into litigation which such attempts fall far outside the scope of the jurisdiction of this court in accordance with the Act.

Attested and certified as true, accurate is this Affidavit.

Dated this 13th day of March 2020.


Eeon fka Brett Jones

CERTIFICATE OF SERVICE

I, Brett Jones, on behalf of the EEON Foundation; being at or above the age of 18, of the majority and a citizen of the United States of America, did mail the following document:

AFFIDAVIT & RESPONSE TO ORDER REGARDING FILING FEE

via United States Priority Postal Service to the following:

United States District Court
Northern District of California
450 Golden Gate Avenue
San Francisco, California 94102

U.S.P.S. Tracking #: 9405803699300760254484

ALPHABET INC.
1600 Amphitheatre Pkwy
Mountain View, CA 94043-1351

U.S.P.S. Tracking #: 9405511699000632835615

GOOGLE INC.
1600 Amphitheatre Parkway
Mountain View, CA 94043

U.S.P.S. Tracking #: 9405511699000632835806

YOUTUBE INC.
901 Cherry Avenue
San Bruno, CA 94066-2914

U.S.P.S. Tracking #: 9405511699000632835677

/s/ Eeon fka Brett Jones
Eeon fka Brett Jones